

**FOR COUNTY USE ONLY**

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change			SC		
X	<input type="checkbox"/>	Cancel			SHR	A	
County Department					Dept.	Orgn.	Contractor's License No.
SHERIFF					SHR	SHR	
County Department Contract Representative					Ph. Ext.		Amount of Contract
ROBERT W. TREMAINE (909) 387-3746							\$54,571
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
AAA	SHR	220	100	1345		220	
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY Amount I/D
Project Name							
Polygraph Examiner							

County of San Bernardino

F A S**STANDARD CONTRACT**

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Robert C. Heard

Hereinafter called Contractor

Address

1321 N. Grove Avenue

Upland, CA 91786

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, County desires to obtain the services of Contractor on the terms and conditions set forth in this Agreement, and,

WHEREAS, the Contractor has the skills and knowledge necessary to provide services for the County Sheriff's Department;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree as follows:

(see following pages)

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Under the direction of the Sheriff or his designee Contractor's duties shall include, but are not limited to, the following:

- A. Perform various background and polygraph investigations which includes pre-test and post-test interviews (in both English and Spanish languages) with law enforcement personnel as well as the subject being examined.
- B. Monitor state and federal laws; update procedures affecting polygraph and background investigations.
- C. Attend seminars and give presentations on polygraph instruction.
- D. Prepare various technical and confidential reports.
- E. Operate related electronic recording equipment; calibrate polygraph machines.

II. CONFLICT OF INTEREST

As a condition of employment, the Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to county employment."

III. TERM

This agreement shall be effective upon approval by the County Board of Supervisors and shall remain in effect for one year and shall be automatically renewed for one-year periods subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this contract at any time, with or without cause, upon fourteen (14) days prior written notice to the other party. Contractor shall serve at the pleasure of the appointing authority. The Sheriff shall be the appointing authority and shall have the full authority and discretion to exercise County's rights under this paragraph.

IV. WAGE RATES AND BENEFITS

- A. Contractor shall be compensated for services rendered starting at a rate of \$23.64 per hour worked. Payment for such services shall be made on a biweekly basis.
- B. Contractor shall receive salary rates, step advancements, and salary adjustments as set forth in Attachment A - Salary Rates, Step Advancements and Salary Adjustments.
- C. Contractor shall be provided one hundred thirty three dollars and eight-five cents (\$133.85) per pay period to participate in the Benefit Plan set forth in Attachment B - Benefit Plan.
- D. Contractor shall accrue and have available for use holiday leave under the terms and conditions set forth in Attachment C - Holiday Leave.
- E. Contractor shall accrue and have available for use sick leave under the terms and conditions set forth in Attachment D - Sick Leave.
- F. Contractor shall accrue and have available for use vacation leave under the terms and conditions set forth in Attachment E - Vacation Leave.
- G. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County. Expense reimbursements shall be administered under the terms and conditions set forth in Attachment F - Expense Reimbursement and Expense Advances.
- H. Contractor shall participate in County's 1937 Act Retirement System under the terms and conditions set forth in Attachment G – Retirement System Contributions.
- I. Contractor shall be eligible to participate in County's 457 Deferred Compensation Program under the same terms and conditions as apply to County employees.
- J. County will pay the premium for a term life insurance policy for Contractor under the terms and conditions set forth in Attachment H - Insurance Programs.
- K. Contractor may purchase amounts of Accidental Death and Dismemberment Insurance coverage for himself and dependents under the terms and conditions set forth in Attachment H - Insurance Programs.
- L. Contractor shall participate in the Medicare portion of the Social Security system during the term of this contract.
- M. Contractor shall be covered by the County's Workers' Compensation Insurance only during the hours actually worked under this contract. Contractor shall be covered by the County's Public Liability Insurance only while performing the services under this contract.

- N. Contractor shall be entitled to return-to-work compensation under the terms and conditions set forth in Attachment J – Return-to-Work Compensation.
- O. Contractor shall be entitled to bilingual compensation under the terms and conditions set forth in Attachment K – Bilingual Compensation.

V. GENERAL PROVISIONS

- A. Submission of hours worked shall be on the County's Time and Labor Report.
- B. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.
 - 1. In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - a) Fifteen thousand dollars (\$15,000) for single injury or death;
 - b) Thirty thousand dollars (\$30,000) for multiple injury or death;
 - c) Five thousand dollars (\$5,000) for property damage.
 - 2. A County vehicle may be provided, as required, to perform assigned tasks or Contractor will be reimbursed for County business mileage as described in Attachment F, Section 6. The Sheriff or his designee shall decide whether a County vehicle is used by Contractor for County business or if Contractor shall be reimbursed for necessary mileage on County business.
- C. Meal periods for Contractor are non-paid and non-working time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible.
- D. Contractor shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the County, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. If Contractor is required to work beyond Contractor's regular tour of duty, Contractor shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty
After 3 hours and through 6 hours
After 6 hours and through 8 hours
After 8 hours and through 10 hours
After 10 hours

No. and Limit of Rest Period
One - 15 Minute Rest Period
Two - 15 Minute Rest Periods
Two - 20 Minute Rest Periods
One - 25 Minute Rest Period
and One - 20 Minute Rest Period

- E. Contractor shall be required to obtain express advance authorization for any overtime hours worked. Such overtime shall be administered under the terms and conditions set forth in Attachment I - Overtime Compensation.
- F. Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this contract. Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- G. In the event this contract is terminated for the purpose of making Contractor a regular County employee serving in the same capacity as under this contract, Contractor shall maintain all previously achieved rates of accrual, leave balances and benefit dates. Contractor's leave balances shall carry over at their full value and be immediately available for use.
- H. Notwithstanding any other provision of this contract, some payroll procedures may change as a result of the County's new payroll system implemented on pay period 1/99. The provisions of this contract shall be administered in accordance with the Countywide payroll system procedures.
- I. Contractor shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contractor for services required hereunder.

VI. NOTICES

Any notice required under the terms of this contract shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid, addressed as follows:

CONTRACTOR: Robert C. Heard
1321 N. Grove Avenue
Upland, CA 91786

COUNTY: San Bernardino County Sheriff's Department
Bureau of Administration/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

VII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY.

The Sheriff of San Bernardino County shall have the right to exercise the County's rights and authority under this contract, including the right to give notice of termination on behalf of the County, at his sole discretion.

VIII. FULL UNDERSTANDING

This contract, consisting of seven (7) pages and including Attachments A – K, represents the full and complete understanding of the parties and supersedes all prior oral and written agreements or understandings between the parties. Any amendment to this contract shall be in writing, signed by both parties.

COUNTY OF SAN BERNARDINO

▶

Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD.

Clerk of the Board of Supervisors of the County of San
Bernardino.

By _____
Deputy

Robert C. Heard

(State if corporation, company, etc.)

By ▶

(Authorized Signature)

Dated _____

Title _____

Address 1321 N. Grove Avenue

Upland, CA 91786

Approved as to Legal Form

▶
County Counsel , by W. Andrew Hartzell

Date _____

Reviewed as to Affirmative Action

▶

Date _____

Reviewed for Processing

▶
Agency Administrator/CAO

Date _____

SALARY RATES, STEP ADVANCEMENTS, AND SALARY ADJUSTMENTS

Contractor shall be hired at the "5" step of the established contract base salary range of 1 - \$21.43/hr; 2 - \$21.96/hr; 3 - \$22.51/hr; 4 - \$23.07/hr; 5 - \$23.64; 6 - \$24.21/hr; 7 - \$24.82, 8 – \$25.44/hr; 9 – \$26.08/hr; 10 – \$26.71; and 11 – \$27.40/hr. Completed service hours shall be defined as regularly scheduled hours in paid status, up to 80 hours per pay period. Overtime hours and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements upon completion of 2080 hours.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which Contractor completes the required number of service hours. However, when Contractor reaches the required number of service hours with 80 hours of service in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of service hours in the classification, satisfactory work performance, and upon the recommendation of the Sheriff or his designee.

In addition, Contractor shall receive the following pay increases: four percent (4%) effective July 3, 1999, two and one-half percent (2.5%) effective July 1, 2000; and three and one-half percent (3.5%) effective June 30, 2001.

BENEFIT PLAN

- A. Contractor must be scheduled and paid for a minimum of forty-one (41) hours per pay period to be eligible to receive benefits in this section.
- B. Contractor shall be provided with a Benefit Plan as established under Section 125 of the Internal Revenue Code. The purpose of the Benefit Plan is to provide Contractor with a choice between pre-tax and after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium. Any remaining Benefit Plan dollars are taxable cash to the Contractor.
- C. Under this benefit, the County will make available the existing health, dental, voluntary life (to the extent permitted by IRS) and accidental death and dismemberment insurance programs currently maintained for Unit employees or any other program(s) mutually agreed by the parties. Contractor must enroll in one health plan and one dental plan offered by the County. Participation in voluntary life and accidental death and dismemberment insurance is voluntary. Should Contractor fail to elect health and/or dental coverage, Contractor will be automatically enrolled in the health and/or dental plan with the lowest bi-weekly premium rates available to them based on the geographical location of their primary residence. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation.
- D. Contractor may elect to enroll his/her dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within 30 days of obtaining dependent status, such as birth, adoption, or marriage. Notification must be submitted to Human Resources Employee Benefits & Services in accordance with procedures adopted by the County. If Contractor has health and dental dependent coverage, Contractor must maintain such coverage during the Plan Year. Dependent(s) may be removed mid-Plan Year for the following: (1) Dependent(s) become ineligible for coverage under the insurance plan eligibility rules, e.g. divorce or over aged dependent, (2) Contractor has an eligible change in status, e.g. loss or gain of spouse's employment, or (3) Dependent(s) coverage is entirely paid on an after-tax basis through payroll deduction. Premiums for coverage will be automatically deducted from Contractor's pay warrant. Under no circumstances will the insurance premiums be prorated.
- E. Election of pre-tax and after-tax payroll deductions shall be made in a manner, time period, and on such forms as are approved by the Human Resources Division Chief, Employee Benefits & Services.
- F. The Benefit Plan Year begins on the first day of the pay period prior to the pay period in which August 1st falls. The Benefit Plan Year is approximately 26 pay periods. All elections must remain in effect for the Benefit Plan Year.

- G. If Contractor becomes eligible after the beginning of the Benefit Plan Year, Contractor shall begin participation on the first day of the pay period in which he/she works forty-one (41) or more hours provided an approved election form is appropriately submitted.
- H. Mid-year change of elections may be authorized by the Human Resources Division Chief, Employee Benefits & Services, or his/her designee, as long as the change is made on account of or consistent with Contractor's change in status as identified in Section 125 of the Internal Revenue Code. Employees are responsible for notification of mid-year change elections due to status changes. Notification must be made to Human Resources Employee Benefits & Services within 30 days of the qualifying event. The Human Resources Division Chief, Employee Benefits & Services may permit mid-year change of elections if County insurance premiums significantly increase during the Benefit Plan Year.
- I. Elections may be changed for any reason during the County's annual open enrollment period.
- J. In no event will changes in elections be permitted except to the extent permitted under Internal Revenue Service rulings and regulations.
- K. If Contractor is on an approved medical leave of absence and his/her paid hours in a pay period are less than forty-one (41) hours, Contractor will continue to receive the benefits of this section for up to pay periods per episode of illness or injury. If Contractor is on an approved Worker's Compensation claim, Contractor shall receive the benefits of this section for up to twenty 20 pay periods while off work due to that work injury. If Contractor is integrating paid leave time with State Disability Insurance (SDI), Contractor shall received the benefits of this Article under the following circumstances: Upon election of full integration of disability payments and paid leave time, if Contractor is being paid less than forty-one (41) hours but has available leave balances of forty-one (41) hours or more, Contractor shall receive the benefits of this Article. If Contractor is on an approved medical leave of absence without pay under the Family Medical Leave Act of 1993, Contractor will continue to receive the Benefit Plan dollars for up to six pay periods. If Contractor is on a leave of absence without pay, Contractor shall not be eligible to receive monetary benefits of this Article unless on a medical leave or a Family Medical Leave Act eligible leave.
- L. Benefit plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

HOLIDAY LEAVE

- A. Fixed Holidays. Contractor shall be entitled to the following holidays:

January 1st	November 11th
Third Monday in January	Thanksgiving Day
Third Monday in February	Day after Thanksgiving
Last Monday in May	December 24th
July 4th	December 25th
First Monday in September	December 31st
Second Monday in October	

- B. Floating Holidays. Contractor shall be entitled to a total of eight (8) hours floating holiday time provided that the Contractor is not on unpaid leave for the entire pay period and is actively on the payroll. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Sheriff or his designee. The Sheriff or his designee has the right to schedule Contractor's time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the Contractor.

- C. Eligibility For Holiday Pay. To receive holiday pay for a fixed holiday, Contractor must be on the payroll during the entire pay period during which such fixed holiday fell. "Entire pay period" shall mean that Contractor must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the accountable hours and was on approved leave for any unpaid hours. Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Sheriff or his designee.
- D. Holiday During Vacation. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against Contractor's earned vacation benefits.

- E. Working on a Holiday. Whenever Contractor is required to work on a fixed holiday or the fixed holiday falls on Contractor's regularly scheduled day off, Contractor shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time. At the request of the Contractor, and with approval of the Sheriff or his designee, straight-time payment can be made in lieu of accrual provided such compensation is approved during the pay period in which it is worked.
- F. Weekend Holidays. When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except when the preceding Friday is also a fixed holiday, then the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except when the following Monday is also a fixed holiday, then the following Tuesday will be observed as the fixed holiday.
- G. Holiday Time Accrual. Upon retirement or termination of the Contract, Contractor shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

SICK LEAVE

A. DEFINITION

Sick leave with pay is an insurance or protection provided by the County to be granted in circumstances of adversity to promote the health of the Contractor. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of Contractor because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment.

B. DEFINITION - IMMEDIATE FAMILY

Immediate family is defined as spouse, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

C. USAGE - BEREAVEMENT

A maximum of forty (40) hours earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with Contractor.

D. USAGE - FAMILY SICK LEAVE

A maximum of twenty-four (24) hours earned sick leave per fiscal year may be used for attendance upon the members of the Contractor's immediate family residing in the Contractor's household who require the attention of the Contractor.

A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the Contractor's home. Contractor (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per fiscal year for the birth of his child.

E. ACCUMULATION

Contractor shall accrue sick leave for each payroll period completed, prorated on the basis of 3.39 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned; provided, however, that Contractor must have completed 1040 hours of continuous service from Contractor's benefit date. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes.

F. COMPENSATION

Approved sick leave with pay shall be compensated at the Contractor's base rate of pay, except as otherwise provided in this agreement.

G. ADMINISTRATION

1. Investigation. It shall be the responsibility and duty of the Sheriff or his designee to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the Assistant Administrative Officer for Human Resources.
2. Notice of Sickness. The Sheriff or his designee must be notified within one-half (1/2) hour after the start of the Contractor's tour of duty of a sickness on the first day of absence.

It is the responsibility of the Contractor to keep the Sheriff or his designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay.

Under the following circumstances, Contractor will report to the San Bernardino County Center for Employee Health and Wellness for medical evaluation of his condition and authorization to return to work before returning to work.

- a. An absence of ten (10) or more work days.
- b. An absence for more than one day due to an occupational injury.
- c. If Contractor's treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
- d. An absence due to communicable diseases such as, but not limited to, chicken pox and measles.

It is the responsibility of the Contractor, covered by a – d above, to obtain written notice from his medical provider of his authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, County shall make available forms to be completed by the medical provider. It is the responsibility of the Contractor to provide verbal notice to his appointing authority immediately upon receipt of the medical provider's authorization to return to work. Such notice must be provided at least five (5) work days prior to reporting to work. The Sheriff or his designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the Contractor's return to work. Contractor shall provide his medical provider's written notice of authorization to return to work to the Center at or prior to the Contractor's scheduled appointment time.

The final decision on the Contractor's ability to return to work rests with the medical provider at the Center. In the event the Contractor is not released to return to work by the medical provider at the Center, the Contractor's status would continue on sick leave or, where there is no balance, leave without pay.

3. Review. The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the County, require a medical report by a doctor to support a claim for sick leave pay.
4. Proof. A doctor's certificate or other adequate proof shall be provided by the Contractor in all cases of absence due to illness when requested by the Sheriff or his designee.
5. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial dispositions, or instances of misrepresentation, or violations of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for termination of this contract.

H. WORKER'S COMPENSATION.

Contractor shall receive full salary in lieu of Worker's Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Worker's Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the Contractor.

I. SEPARATION

Unused sick leave shall not be payable upon separation of the Contractor, except as provided in Paragraph J.

J. SICK LEAVE CONVERSION.

Contractor shall receive compensation in accordance with the following.

After ten (10) years of continuous service from date of hire and upon death, or separation, Contractor or the estate of deceased Contractor will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation:	Cash Payment % of Hours of Sick Leave Balance:
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

If Contractor receives a disability retirement due to permanent incapacity to work, Contractor shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current base hourly rate, if Contractor elects an early retirement in lieu of exhausting such accrued sick leave balances. In no event shall Contractor, unless receiving disability retirement, receive compensation under this section in excess of five hundred (500) hours pay computed at the then current base hourly rate of Contractor.

K. PERFECT ATTENDANCE

If Contractor does not utilize any sick leave in a calendar year, and if Contractor does not record any sick leave without pay or absent without pay during that year, Contractor shall receive a one year's paid membership in a Human Resources approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of a one (1) year membership at the San Bernardino YMCA. In lieu of a Human Resources approved health facility membership, Contractor has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

L. VACATION CONVERSION OPTION

If Contractor has used less than forty (40) hours of sick leave in a fiscal year (i.e., pay period 15 through pay period 14 of the following year) Contractor may, at Contractor's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave.

Example:

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u> <u>Vacation</u>	
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

VACATION LEAVE**A. DEFINITION**

Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the Contractor. If Contractor has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the Contractor and with the approval of the Sheriff or his designee.

B. ACCUMULATION

Contractor shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided Contractor has completed 1040 hours of continuous service.

<u>Length of Service from Benefit Date</u>	<u>Annual Vacation Allowance</u>	<u>Maximum Allowed Unused Balance</u>
After 1040 and through 8320 service hours	80 hours	160 hours
Over 8320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

C. ADMINISTRATION

Vacation periods should be taken annually with the approval of the Sheriff or his designee at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the Contractor. Contractor shall not lose earned vacation leave time because of work urgency. If Contractor has reached the maximum allowed unused balance and is unable to take vacation leave, the Sheriff or his designee will notify the Auditor/Controller of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one thirteen (13) pay period waiver per calendar year. Written request for vacation leave shall receive a written response from the

Sheriff or his designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the Sheriff or his designee that decision may be appealed to the Director of Human Resources for immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the Contractor, a vacation would only be canceled under the most extreme work emergency.

The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the Contractor's base rate of pay, except as otherwise provided in this Agreement.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against Contractor's earned vacation benefits.

If Contractor is not planning to return to County employment at the expiration of a vacation leave, Contractor shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll.

EXPENSE REIMBURSEMENT AND EXPENSE ADVANCES

1. GENERAL PROVISIONS

The purpose of this section is to define the policies and procedures by which Contractor shall report and be reimbursed for necessary expenses incurred on behalf of the County.

2. RESPONSIBILITIES

It shall be the responsibility of the Contractor to obtain prior approval from the Sheriff or his designee to incur a business expense. Prior approval may be in the form of standing orders issued by the Sheriff or his designee.

3. TRAVEL AUTHORIZATION

- a. Travel outside the State of California must be approved by the County Administrative Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Officer in triplicate on a standard "Travel Request" form, unless specifically approved in the Sheriff's Department budget.
- b. The Sheriff or his designee shall initiate Travel Requests. The County Administrative Officer and Auditor Controller shall be notified in writing of such designees.
- c. The Sheriff or his designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

4. AUTHORIZATION FOR ATTENDANCE AT MEETINGS

- a. The Sheriff or his designee may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.
- b. Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when the Contractor is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the Contractor and only incidentally to the County.

5. RECORDS AND REIMBURSEMENTS

- a. Requests for expense reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- b. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - 1) Subsistence, except as otherwise provided in this attachment.
 - 2) Private mileage.
 - 3) Taxi, streetcar, bus and ferryboat fares; bridge and road tolls; parking fees.
 - 4) Telephone and telegraph charges.
 - 5) Other authorized expenses of less than one dollar (\$1.00).
- c. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- d. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- e. Except as otherwise provided in this attachment, expense reimbursements shall be made on an actual cost basis.

6. TRANSPORTATION MODES

- a. The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.
- b. Travel Via Private Automobile
 - 1) Reimbursement for use of privately owned automobiles to conduct County business shall be at thirty-two cents (\$0.32) per mile or the Internal Revenue Service rate, whichever is greater. Reimbursement at this rate shall be considered as full and complete payment for actual

necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. Contractor is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

2) When Contractor, traveling on official County business, leaves directly from his principal place of residence rather than from his assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the Contractor departs from the last work contact point directly to the residence, the same principle governs. Contractor may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When Contractor has more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the Contractor's residence and the assigned work location.

c. Travel via Rental Vehicles

Reimbursement will be provided for the cost of a rental vehicle for business purposes if such use is approved by the Sheriff. Rental vehicles are covered for liability and vehicle physical damage under the County's self-insurance program. Reimbursement will not be provided for the additional costs incurred if Contractor purchases additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for County business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

d. Travel Via Air

When commercial aircraft transportation is approved for Contractor, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the County Administrative Officer or designee.

7. SUBSISTENCE

- a. Contractor may receive subsistence allowances for lodging and meals with prior approval of the Sheriff or his designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.
- b. The allowance for lodging is sixty-five dollars (\$65.00) plus tax, per night, single, with receipt.
- c. The allowance for meals is forty-one dollars (\$41.00) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per day, for three meals, or when separate meals are claimed, nine dollars (\$9.00) for breakfast; twelve dollars (\$12.00) for lunch; and twenty dollars (\$20.00) for dinner, all plus tax and gratuity, as provided above.
- d. Meal allowances for a business meeting/conference including meals are the actual cost.
- e. It is the basic responsibility of Contractor to anticipate and make provision for Contractor's meals. In emergency situations at the work site, if Contractor is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, the County shall make every effort to provide meals.

8. EXPENSE ADVANCES

Contractor may obtain advancement of funds for business expenses from the County's Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

RETIREMENT SYSTEM CONTRIBUTIONS

County Contributions

County will pick up a portion of the Contractor's required contribution to the San Bernardino County Employees Retirement Association according to the following schedule.

Number of Completed Service Hours	Approximate Years	Percentage of County Pick-up
0 through 5199	0 – 2.5	0.00%
5200 through 8319	2.5 – 4.0	1.75%
8320 through 10,399	4.0 – 5.0	3.25%
10,400 and thereafter	5.0 and thereafter	7.00%

The percentages specified shall apply only to the Contractor's earnable compensation as defined in the San Bernardino County Retirement Board bylaws. The Contractor must be continuously employed by the County and have participated in the County's Retirement System for the stated length of time.

The Contractor must choose to have the contributions designated as all employer or all Contractor contributions for retirement purposes. If Contractor designates the pickup as employer contributions, then for each dollar applied, the Contractor's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and Contractor may not withdraw this contribution from the Retirement Association.

If Contractor designates the pickup as Contractor contributions, for each dollar applied, the Contractor's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, Contractor may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this section will be considered for tax purposes as employer-paid contributions.

If Contractor does not file a designation, the contributions shall be made as Contractor contributions. If Contractor is receiving Retirement System contributions under the Benefit Plan in effect prior to the effective date of this contract, Contractor shall continue to have contributions under this Article applied (as employer or Contractor contributions for retirement purposes) in the same manner as previously applied for Contractor until a revised designation is made by Contractor.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to Contractor in cash.

Remaining Employee Contributions.

Any Contractor Retirement System contribution obligations which are not paid by the application of the section above shall be “picked up” for tax purposes only pursuant to this section. The Auditor/Controller-Recorder shall implement the pickup of such Retirement System contributions under Internal Revenue Code Section 414(H)(2) effective with the earnings paid and contributions made on and after the effective date of this contract.

The County shall make member contributions under this section in behalf of Contractor which shall be in lieu of Contractor’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this section shall be recouped through offsets against the salary of Contractor for whom the County pick up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the County under this section shall be treated as compensation paid to Contractor for all other purposes. County paid employer contributions to the County’s Retirement System under this section shall be paid from the same source of funds as used in paying the salary of Contractor. Contractor shall not have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Upon retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this section shall be applied (as all employer or all Contractor contributions with the same value and restrictions) for Retirement System purposes in the same manner as the contributions under the Section above.

Special Provisions.

If Contractor has thirty (30) years of service credit and no longer makes retirement contributions under the provisions of the County Employees’ Retirement Law of 1937 and if Contractor is over age sixty (60) and chooses not to be a member of the Retirement Association, Contractor shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board.

This attachment applies to Contractor if eligible for participation under the Benefit Plan provisions of Section 13.0613(I)(1). The provisions of this attachment shall be applied each pay period.

Survivor Benefits

Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and Contractor biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

INSURANCE PROGRAMS

A. LIFE INSURANCE

The County will pay the premium for a term life insurance policy for Contractor in the amount of thirty-five thousand dollars (\$35,000).

The County further agrees to make available to Contractor a group term life insurance program wherein the Contractor may purchase, through payroll deductions, term life insurance in amounts equivalent to one (1) time or two (2) times the Contractor's annual gross earnings.

The County agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

Contractor shall become eligible to participate in these programs on the start of the pay period following completion of 1040 hours of satisfactory performance.

NOTE: Contractor is eligible for the foregoing program of insurance and will be covered for the insurance on the date the insurance becomes effective, or in the case where the Contractor is absent on the date the insurance becomes effective because of illness, the insurance will commence on the date of return to work.

B. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Contractor may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

<u>CONTRACTOR COVERAGE</u>	<u>SPOUSE ONLY</u>	<u>SPOUSE AND EACH CHILD</u>	
\$10,000	\$ 5,000	\$ 4,000	\$ 500
\$25,000	\$12,500	\$10,000	\$1,250
\$50,000	\$25,000	\$20,000	\$2,500
\$100,000	\$50,000	\$40,000	\$5,000
\$150,000	\$75,000	\$60,000	\$5,000
\$200,000	\$100,000	\$80,000	\$5,000
\$250,000	\$125,000	\$100,000	\$5,000

The County agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

OVERTIME COMPENSATION

It is the policy of the County to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of the Sheriff or his designee to arrange for the accomplishment of workload under their jurisdiction within a reasonable period of time. The County has the right to require overtime to be worked as necessary.

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. Overtime shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes.

When Contractor is authorized by the Sheriff or his designee to work overtime, Contractor shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the Contractor's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment upon request of the Contractor and approval of the Sheriff or his designee, the Contractor may accrue compensating time off at premium hours. Except as provided below, cash payment at the Contractor's base rate of pay shall automatically be paid for any compensating time which exceeds eighty (80) hours or for any hours on record immediately prior to the termination of this contract.

The Sheriff or his designee shall have the right to direct Contractor to take such time off as necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within a given work period.

The work period for purposes of overtime, established for this Contractor, commences at 12:00 p.m. Friday and ends at 11:59 a.m. the following Friday of each week.

RETURN TO WORK COMPENSATION

A. Purpose.

Return-to-Work Compensation is designed to compensate employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three types of return-to-work compensation: on-call, standby, and call-back. Assignment and approval of return-to-work compensation shall be made by the Sheriff or his designee based upon the needs of the service.

B. On-Call Compensation.

1. On-call duty requires Contractor to return a call or page as soon as practicable but not to exceed thirty (30) minutes.
2. Contractor assigned to be on-call shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. Contractor can also be given a designated time of not more than one (1) hour to report by the Sheriff or his designee.
3. While assigned to on-call duty, Contractor shall be free to use the time for his or her own purposes.
4. On-call duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) for each full hour of duty or portion thereof. On-call time shall not count as hours worked.
5. Contractor shall not receive on-call compensation once Contractor begins work.

C. Standby Compensation.

1. Standby duty requires the Contractor to return a call or page as soon as practicable but not to exceed ten (10) minutes.
2. Contractor assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, Contractor shall arrive at the work site no later than the time it takes to commute between the Contractor's home and the work site. Contractor can also be given a designated time to report by the Sheriff or his designee.

3. Standby duty shall be compensated at minimum wage as provided by the Fair Labor Standards Act for each full hour of standby duty or portion thereof. Standby hours under this provision shall count as hours worked for overtime purposes. For purposes of computing overtime, Contractor's regular rate of pay is calculated using a weighted average.
4. Contractor shall not receive standby compensation once Contractor begins work.

D. Call-Back Compensation.

1. Call-back compensation is used when Contractor returns to active duty and the work site at the request of the Sheriff or his designee after Contractor has been released from active duty or has left the work site. Contractor need not be assigned to on-call or standby duty to receive call-back compensation.
2. Call-back compensation shall be paid in the following manner. Contractor shall be paid for two (2) hours at one-time the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of overtime compensation (see Attachment I).
3. Contractor shall not be eligible for call-back compensation pay in the following situations: (1) special tours of duty scheduled in advance; (2) Contractor is called back within two (2) hours of the beginning of a scheduled tour of duty; or (3) Contractor is not required to leave home. Contractor shall report all time actually worked within a pay period. Such time shall be considered time actually worked for the purposes of overtime.

BILINGUAL COMPENSATION

Contractor, being required to perform bilingual translation as a part of his regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractor is certified at the verbal skill level and therefore shall receive \$40 per pay period for bilingual compensation.